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9 Attorneys for Trove Brands, LLC  
d/b/a The BlenderBottle Company  
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11  
12 IN THE UNITED STATES DISTRICT COURT  
13 FOR THE EASTERN DISTRICT OF CALIFORNIA  
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15 TROVE BRANDS, LLC d/b/a THE  
BLENDERBOTTLE COMPANY, a Utah  
16 limited liability company,

17 Plaintiff,

18 v.

19 TRRS MAGNATE LLC d/b/a HYDRA CUP,

20 Defendant.  
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No. 2:22-cv-02222-TLN-CKD

**DECLARATION OF JACOB R.  
ROSENBAUM IN SUPPORT OF  
PLAINTIFF'S MOTION FOR LEAVE  
TO FILE SECOND AMENDED  
COMPLAINT**

Hon. Troy L. Nunley

1 I, Jacob Rosenbaum, hereby declare as follows:

2 1. I am an attorney licensed to practice in the State of California. I am a partner in  
3 the law firm Knobbe, Martens, Olson & Bear LLC and am an attorney for Plaintiff Trove  
4 Brands, LLC (“BlenderBottle”). I have personal knowledge of the matters set forth herein and,  
5 if called upon to testify, I could and would testify competently thereto.

6 2. Attached hereto as **Exhibit A** is a true and correct copy of BlenderBottle’s  
7 redlined proposed second amended complaint.

8 3. On December 13, 2023, counsel for BlenderBottle took the deposition of Hydra  
9 Cup’s principal, Thomas Raymus. Attached hereto as **Exhibit 1** is a true and correct copy of  
10 excerpts of the final transcript of the deposition of Mr. Raymus.

11 4. Upon discovering Mr. Raymus’s personal involvement in designing and selling  
12 the infringing Hydra Cup products, counsel for BlenderBottle began preparing a second  
13 amended complaint.

14 5. Attached hereto as **Exhibit 2** is a true and correct copy of a December 29, 2023  
15 email from myself to Hydra Cup’s counsel regarding BlenderBottle’s proposed Second  
16 Amended Complaint. Hydra Cup did not respond to my email.

17 6. On January 3, 2024, counsel for BlenderBottle and counsel for Hydra Cup met  
18 and conferred on outstanding issues in this case, including BlenderBottle’s proposed second  
19 amended complaint. Attached hereto as **Exhibit 3** is a true and correct copy of an email  
20 summarizing the parties’ January 3, 2024, meet and confer call sent by me to counsel for Hydra  
21 Cup on January 5, 2024. BlenderBottle’s counsel began preparing this motion after learning  
22 that Hydra Cup did not consent to BlenderBottle’s proposed second amended complaint.

23 7. Attached hereto as **Exhibit 4** is a true and correct copy of excerpts of Hydra  
24 Cup’s Third Supplemental Objections and Responses to BlenderBottle’s First Set of  
25 Interrogatories, served November 6, 2023, providing supplemental responses to BlenderBottle’s  
26 Interrogatory Nos. 1–3, 8–10, and 12–15, including Hydra Cup’s supplemental response to  
27 Interrogatory No. 13 regarding the entities involved in the commercialization of each of the  
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1 Accused Products. Hydra Cup's previous responses to BlenderBottle's Interrogatory No. 13 did  
2 not provide additional clarity as to the role of Mr. Raymus at Hydra Cup.

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4 I declare under penalty of perjury under the laws of the United States of America that the  
5 foregoing is true and correct.

6 /s/ Jacob R. Rosenbaum  
7 Jacob R. Rosenbaum  
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